

OSTER
Researching Services

12897 Colonial Dr. • Mt. Airy, Md. 21771
301-253-6040

1-345A001

17619
DEC 11 1991 -9 55 AM
INTERSTATE COMMERCE COMMISSION

December 11, 1991

Ms. Mildred Lee
Recordations Unit
Interstate Commerce Commission
12th & Constitution Avenue, N.W.
Washington, D.C. 20423

Dear Ms. Lee:

Please find enclosed a Locomotive Operating Lease Agreement dated October 1, 1991, between the following parties:

Lessor: Electro-Motive Division,
General Motors Corporation
LaGrange, IL 60525

Lessee: Atchison Topeka & Santa Fe Railway
Topeka, KS 66616

The equipment involved in this transaction is listed on Schedule A to the lease.

Please file this agreement as a primary document. The filing fee of \$16 is enclosed. Thank you for your assistance.

Sincerely,

Mary Ann Oster

Mary Ann Oster
Research Consultant

Enclosures

DEC 11 9 42 AM '91
LOCOMOTIVE OPERATING UNIT

A. Oster
and
Mary Ann Oster

17619
DEC 11 1991 - 9 55 AM
INTERSTOCK COMPANY
THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY

LOCOMOTIVE OPERATING LEASE AGREEMENT

THIS LEASE, made and entered into as of this 1st day of OCTOBER, 1991, by and between Electro-Motive Division, General Motors Corporation, a Delaware corporation, hereinafter called "Lessor", and the Atchison Topeka and Santa Fe Railway Company, a Delaware Corporation, hereinafter called "Lessee".

LESSOR AND LESSEE HEREBY AGREE AND COVENANT AS FOLLOWS:

1. Lease: Lessee agrees to lease from Lessor the locomotives described in Schedule A, together with all replacement parts, additions, repairs and accessories incorporated therein and/or affixed thereto of all of which presently bear General Motors reporting marks (the "Locomotives").

The Lessee will keep and maintain the Locomotives, plainly, distinctly, permanently and conspicuously marked with the identification numbers set forth in schedule A and on each side of the Locomotive, in letters not less than one inch in height, the words "General Motors Corporation, Electro-Motive Division Owner", with appropriate changes thereof as from time to time may be required by law, in the opinion of the Lessor, in order to protect the Lessor's (i) title to and interest in the Locomotives and (ii) rights of under this Lease. The Lessee will not place any Locomotive in operation or exercise any control or dominion over the same unless such words are so marked and will replace promptly any such markings which may be removed, obliterated, defaced or destroyed. The Lessee will neither (i) change the identification number of the Locomotive(s) unless and until a statement of the new number to be substituted therefor shall have been filed with the Lessor and duly filed and deposited by the Lessee in all public offices where this Lease shall have been filed and deposited, nor (ii) allow the name of any person, association or corporation to be placed on any Locomotive as a designation that might be interpreted as a claim of ownership.

2. Rent: This Lease shall commence with respect to each Locomotive, subject to a satisfactory joint inspection thereof to confirm compliance with all applicable laws and regulations and suitability for immediate use by a line haul railroad, when it is delivered to an interchange point on Lessee's lines, and shall continue for the period stated in Schedule B, hereto. Rent will commence with respect to each Locomotive on date of acceptance by the Lessee (the "Rent Commencement Date") and shall continue for the period stated in Schedule B. The Daily Rental shall be determined in accordance with Schedule C hereto, but Lessee shall be entitled to a rental abatement as defined in Schedule C for each day a Locomotive is out of service during repairs which are the responsibility of the Lessor under Exhibit A.

Lessee agrees to provide to Lessor free storage of the Locomotives on Lessee's premises for 60 days after termination of this Lease, thereafter a reasonable storage charge shall be agreed upon by the parties and paid by Lessor. If Lessee uses any Locomotive during any such storage period the rental therefor shall continue, provided however, that Lessee will not use Locomotives beyond the 60 day storage period.

Lessee shall not be entitled to any reduction of rent or setoff, counterclaim, recoupment or defense against rent or any other amount payable hereunder for any reason whatsoever, including, but not limited to, reductions, setoffs, counterclaims, recoupments or defenses due or alleged to be due by reason of any past, present or future claims of Lessee against Lessor or any other person for any reason whatsoever, except as otherwise specifically provided in Schedules C and E hereto; nor shall this Lease terminate nor the obligations of Lessee be otherwise affected by reason of any defect in the condition, design, operation or fitness for use of any Locomotive or damage to or loss of possession or use or destruction thereof from whatever cause and of whatever duration, except as otherwise provided herein.

3. Warranties and Representations: Lessee acknowledges that Lessor has no knowledge or information as to the condition or suitability of the Locomotive for Lessee's purpose and Lessor's decision to enter into this lease is made in reliance on Lessee's undertakings herein. LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND RESPECTING THE LOCOMOTIVES, WHETHER STATUTORY, WRITTEN, ORAL OR IMPLIED, AND LESSOR HAS NOT MADE AND DOES NOT HEREBY MAKE, NOR SHALL IT BE DEEMED BY VIRTUE OF HAVING LEASED THE LOCOMOTIVES, PURSUANT TO THIS AGREEMENT TO HAVE MADE ANY REPRESENTATION OR WARRANTY AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN OR CONDITION OF, OR AS TO THE QUALITY OF THE WORKMANSHIP IN, THE LOCOMOTIVES, ALL OF WHICH ARE EXPRESSLY DISCLAIMED AND LESSOR SHALL NOT BE LIABLE. IN CONTRACT, TORT OR OTHERWISE, ON ACCOUNT OF ANY DEFECT, WHETHER HIDDEN, LATENT OR OTHERWISE DISCOVERABLE OR NONDISCOVERABLE RESPECTING ANY LOCOMOTIVES. Lessee accordingly agrees not to assert any claim whatsoever against Lessor for loss of anticipatory profits or consequential damages.
4. Place of Payment of Rent: On a monthly basis Lessee shall wire transfer the rent due hereunder in immediately available funds to the following account:

Electro-Motive Division
General Motors Corporation
c/o 1st National Bank of Chicago
Account No. 50-63191
"Rental Income Account"
Attn: Assistant Comptroller

5. Recordkeeping: Inspection: Lessee agrees to keep and maintain and make available to Lessor at its reasonable request, such records of Lessee's use of Locomotives hereunder including average monthly mileage, operation, inspection, repair and maintenance of the Locomotives while in its possession as may be reasonably required by Lessor. Lessor, by such agent or agents as it may designate, shall have the right at all reasonable times to go upon the property of Lessee to inspect the Locomotives. Upon request, the Lessee will furnish to the Lessor (i) any information available to the Lessee related to repairs performed on the Locomotives, and (ii) a certification that the numbers and markings required by Section 1 hereof have been preserved.
6. Loss Accident or Destruction: In the event that a Locomotive in the possession of Lessee shall be come lost, stolen, destroyed, irreparably damaged, permanently rendered unfit for use, or, in the reasonable opinion of the parties, damaged beyond the economic limit of repair, from any cause whatsoever, other than acts or omissions of Lessor, (such occurrences being hereinafter called "Casualty Occurrences"), Lessee shall notify Lessor of such Casualty Occurrence. On the payment date next following the date of such Casualty Occurrence, Lessee shall pay to Lessor any unpaid rent due on or prior to such date. Lessor recognizes that the Lessee is self-insured. Upon a Casualty Occurrence and in addition to any other sums payable under the terms of the Lease, the Lessee shall either: 1) cause to be paid to the Lessor the Casualty Value of the Locomotive concerned as stated in Schedule A hereto excluding any rentals due ; or 2) by mutual agreement, replace the Locomotive with a like locomotive of the same type and model, similarly equipped, in similar condition, and free and clear of all liens and encumbrances. Upon making payment of any such Casualty Value, rentals on the Locomotive concerned shall cease as of the date of such payment, the term of this Lease as to such Locomotive shall terminate, and title to and rights in such locomotive shall thereupon vest in the Lessee; provided, however, that Lessor has the option. to be exercised within fifteen (15) days after any such payment by the Lessee of the Casualty Value to retain the Locomotive concerned upon payment to Lessee of the scrap or salvage value thereof as agreed to by the parties or failing such agreement by the average of the bids placed upon the whole of such scrap or salvage by three independent parties; and provided, further that, in no event shall Lessor be required to pay more than the Casualty Value of any Locomotive. Lessee shall furnish Lessor with certificates or other evidence of compliance with this Section 6 as may be reasonably required.

In the event that a Locomotive is taken or requisitioned by condemnation or otherwise by the United States Government for a period which shall exceed the remaining term hereof, or by any other government or governmental entity resulting in the loss of possession by the Lessee for a period of sixty (60) consecutive days, Lessor shall relieve Lessee from rental payments for the Locomotive effective with the date such Locomotive was first requisitioned or condemned by said governmental agency and settle

with that governmental agency for any proceeds to which Lessor is entitled and Lessee shall immediately pay over to Lessor any proceeds received by Lessee from any such governmental agency as compensation for Lessor's loss of its ownership interest in the Locomotives. For any period of condemnation less than sixty days, the Lessee will continue to pay rental and handle with and retain any proceeds collected from the governmental agency. In the event of an accident, Lessee shall be liable for the repair of the Locomotive and any rental payments hereunder. Lessee and Lessor will jointly determine the repair cost. If Lessee and Lessor are unable to agree on the cost of repairs, Lessor will obtain third party bids for such repair.

7. Indemnity: Except for rental adjustments provided for in Schedule C the Lessee agrees to indemnify, protect and hold harmless the Lessor from and against all losses, damages, injuries, liabilities, claims (including, without limitations, claims for strict liability in tort) and demands whatsoever, and expenses in connection therewith, including, but not limited to, counsel fees and expenses, penalties, and interest, to the extent, arising from or caused directly by: (a) Lessee's failure to promptly perform any of its obligations under the provisions of Sections 2, 6, 8 and 16 of this Lease, or (b) injury to person or property resulting from or based upon the actual or alleged use, operation, delivery, transportation, location or condition of any or all of the Locomotives, or (c) inadequacy of any Locomotive, or any part thereof, for any purpose or any deficiency or defect therein or the use or maintenance thereof or any repairs, servicing or adjustments thereto or any delay in providing or failure to provide any thereof or any interruption or loss of service or use thereof or any loss of business, except where resulting from the breach of any repair obligation of Lessor; and shall, at its own cost and expense, defend any and all suits which may be brought against Lessor, either alone or in conjunction with others upon any such liability or claim and shall satisfy, pay and discharge any and all judgments and fines that may be recovered from Lessor in any such action or actions, provided, however, that (i) Lessor shall give Lessee written notice of any such claim or demand, and (ii) Lessee shall not be required to indemnify Lessor for any loss, liability or expense resulting from the gross negligence or willful misconduct of Lessor. The indemnities arising under this Section 7 shall continue in full force and effect notwithstanding the full payment of all obligations under this Lease or the expiration or termination of this Lease.

Lessee agrees to prepare and deliver to Lessor within a reasonable time prior to the required filing date (or to the extent permissible, file on behalf of Lessor) any and all reports, requested by Lessor, (other than tax returns) to be filed by Lessor with any federal, state or other regulatory authority by reason of the ownership by Lessor of the Locomotives, or the leasing thereof to Lessee where the information for the reports is in the sole possession of Lessee.

8. Compliance with Law - Repair and Maintenance: Lessee shall (i) comply with all applicable AAR and FRA rules and all applicable governmental laws, regulations and requirements and other binding regulations with respect to the use, maintenance and operation of the Locomotive during the term of this lease and (ii) use the Locomotives only in the manner for which they are designed and intended so as to subject them only to ordinary wear and tear.

Lessee and Lessor agree that their respective responsibilities for maintenance of the Locomotives shall be as set out in Exhibit A and except for Lessor's obligations under said Exhibit nothing therein shall be construed to limit the obligations of Lessee at its own cost and expense, to maintain and service the Locomotives in accordance with prudent industry practice including testing and repair thereof so that the Locomotives will remain (a) in as good operating condition as when delivered (ordinary wear and tear excepted), (b) in compliance with any and all applicable laws and regulations, and (c) suitable for immediate use by a line-haul railroad (not then or prospectively a debtor in any insolvency or reorganization proceedings) in the event of resale or release upon default by the Lessee. The Locomotives shall be maintained or scheduled for maintenance on the same basis as similar equipment owned or leased by Lessee. Any Locomotive part installed or replaced by Lessee shall be considered an accession thereto and title to any such part shall be vested in Lessor, any failed or worn parts removed by Lessee in connection with any of the foregoing shall become Lessee's property, provided, however, Lessee may remove from the Locomotives any communications, train control, telemetry, or recording devices, and any other specialized equipment, which Lessee paid for and installed but only if such removal can be accomplished without damage to the Locomotives.

9. No Purchase Option; Delivery of Locomotives to Lessor:

The Lessee has no option to purchase the Locomotives. At least (5) five days prior to the end of the term of this Lease, Lessor may request free storage of the Locomotives as provided in Section 2 hereof. Upon the expiration of any free storage period provided hereunder, Lessee shall deliver the Locomotives to the nearest interchange point on Lessee's property or to Lessee's Corwith Yard as specified by Lessor.

10. Assignment by Lessee:

Lessee shall not assign or sublet its interest hereunder, or any part thereof, or permit the use or operation of the Locomotives by any other person, firm or corporation, without the prior written consent of Lessor. Lessor expressly consents to incidental operation and use on railroads other than the Lessee's under standard run through arrangements and horsepower hour exchanges; provided, however, that a Locomotive may not be so operated or used outside the **United States**. Notwithstanding any such assignment or sublet, Lessee shall not be relieved of its obligations hereunder without the written consent of the Lessor.

11. Assignment by Lessor:

Lessor may at any time assign its rights and obligations hereunder without notice to or prior consent of Lessee and in such event Lessor's assignee shall have, to the extent provided in the assignment, the rights, powers, privileges and remedies of Lessor hereunder; provided, however, that no assignment shall relieve Lessor of its obligations under Exhibit A.

12. Notices:

Unless otherwise specifically provided, any notices to be given under this Lease or any other communications between the parties shall be given by certified mail, postage prepaid in the following manner:

(a) Notices to Lessee shall be sent to:

The Atchison, Topeka and Santa Fe Railway Company
1001 N.E. Atchison Street
Topeka, Kansas 66616
Attn: Chief Mechanical Officer

or to such other address as Lessee may from time to time indicate by written notice to Lessor.

(b) Notices to Lessor shall be sent to:

Electro-Motive Division
General Motors Corporation
9301 W. 55th Street
La Grange, Illinois 60525
Attention: Manager of Lease Locomotive Operations, Dept. 785

or to such other address as Lessor may from time to time indicate by written notice to Lessee.

13. Quiet Enjoyment:

So long as Lessee complies with the terms and provisions hereof, Lessee shall be entitled to the use and possession of the Locomotives according to the terms hereof without interference by the Lessor or by any party lawfully claiming by or through the Lessor.

14. Authority:

The undersigned signatories herewith represent and warrant that they are fully authorized to execute this Lease and bind the respective parties to the terms and provisions hereof.

15. Late Charges:

Delinquent installments of rent shall bear interest at the rate of 1% per month if not prohibited by law, otherwise at the highest lawful contract rate.

16. Failure to Return:

Should Lessee fail to return any Locomotive as required by this Lease, for reasons other than loss, damage, or destruction described in Section 6 hereof, Lessee shall pay Lessor \$400/day/Locomotive until such Locomotive is returned.

17. Protection of Lessor's Title:

Lessor may, at its option, cause this Lease to be duly filed, registered or recorded in conformity with the Interstate Commerce Commission, 49 USC Section 11303, and any other place within or without the United States as Lessor may reasonably request for the protection of its title. Lessee will, from time to time, execute, acknowledge and deliver to Lessor any and all further instruments reasonably requested by Lessor, for the purpose of protecting Lessor's title to any Locomotive to the satisfaction of Lessor's counsel or for the purpose of carrying out the intention of this Lease.

18. Taxes:

Lessee or Lessor at Lessee's expense, shall report, pay and discharge when due all license and registration fees, (except use taxes resulting from Lessor's use or deemed use of the Locomotives) and property taxes (except that property tax shall be prorated between Lessor and Lessee so that Lessee is only liable for that portion of any property tax attributable to the fraction of any year during which the Locomotives were in possession of Lessee), gross receipts taxes arising out of receipts from use or operation of the Locomotives pursuant to this Lease including without limitation amounts payable under Sections 2, 6, and 7 hereof, and other taxes (excluding any tax measured by Lessor's net income), together with any penalties or interest thereon, imposed by any state, federal or local government upon the Locomotives, whether or not the same shall be assessed against or in the name of either party.

19. Performance Obligations of Lessee by Lessor:

In the event that Lessee shall fail duly and promptly to perform any of its obligations under the provisions of this Lease, Lessor may, at its option, perform the same for the account of Lessee without thereby waiving such default, and any amount paid or expense (including reasonable attorneys' fees), penalty or other liability incurred by Lessor in such performance, together with interest at the lesser of 1% per month or the highest amount allowed by law thereon until paid by Lessee to Lessor, shall be payable by Lessee upon demand as additional rent hereunder.

20. Default:

An event of default shall occur if: (a) Lessee fails to pay when due any installment of rent and such failure continues uncured for five (5) days after written notice thereof to Lessee by Lessor; (b) Lessee shall fail to perform or observe any covenant, condition or agreement to be performed or observed by it hereunder and such failure continues uncured for 15 days after written notice thereof to Lessee by Lessor, provided that Lessee shall not be considered to be in default if Lessee complies in all material respects with Section 8 hereof; (c) Lessee (i) ceases doing business as a going concern; (ii) admits in writing its inability to pay its debts as they become due; (iii) files a voluntary petition in bankruptcy; (iv) is adjudicated a bankrupt or an insolvent; (v) files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under any present or future statute, law or regulation; (vi) files an answer admitting the material allegations of a petition filed against it in any such proceeding; (vii) consents to or acquiesces in the appointment of a trustee, receiver, or liquidator of all or part of its assets or properties; or takes any action looking to its dissolution or liquidation; (d) within 60 days after (i) the commencement of any proceedings against Lessee seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, or (ii) the appointment of any trustee, receiver or liquidator of it or of all or any part of its assets and properties, such proceeding or appointment shall not be vacated; or (e) Lessee attempts to remove, sell, transfer, encumber, sublet or otherwise part with possession of any Locomotive in a manner prohibited hereunder.

Upon the occurrence of an event of default, Lessor, at its option, may:

- (a) declare all sums due and to become due hereunder immediately due and payable;
- (b) proceed by appropriate court action or action or other proceedings either at law or equity to enforce performance of any and all covenants of Lessee hereunder and to recover damages for the breach thereof;
- (c) demand that Lessee deliver all the Locomotives in its possession or control forthwith to Lessor at Lessee's expense at such place as Lessor may designate; and
- (d) Lessor and/or its agents may, without notice or liability or legal process, enter into any premises of or under control or jurisdiction of Lessee or any agent of Lessee where any Locomotive may be or by Lessor is believed to be, and retake such Locomotive, disconnecting and separating all thereof from any other property and using all force necessary or permitted

by applicable law so to do, Lessee hereby expressly waiving all further rights to possession of such Locomotive and all claims for damages suffered through or loss caused by such retaking.

If any statute governing any proceeding hereunder specifies the amount of Lessor's deficiency or other damages for breach of this Lease by the Lessee, Lessor shall be entitled to provide as and for damages for the breach an amount equal to that allowed under such statute. The provisions of this paragraph shall be without prejudice to any rights given to the Lessor by such statute to prove for any amounts allowed thereby. Should any proceedings be instituted by or against Lessor for monies due to Lessor hereunder and/or for possession of any Locomotive or for any other relief, Lessee shall pay a reasonable sum as attorneys' fees in the event Lessor prevails in any such proceeding.

The remedies provided herein in favor of Lessor shall not be deemed exclusive, but shall be cumulative and may be exercised concurrently or consecutively, and shall be in addition to all other remedies in its favor existing at law or in equity. Lessee hereby waives any mandatory requirements of law, now or hereafter in effect, which might limit or modify the remedies herein provided, to the extent that such waiver is not, at the time in question, prohibited by law. Lessee hereby waives any and all existing or future claims to any offset against the rental payments due hereunder, and agrees to make such payments regardless of any offset or claim which may be asserted by the Lessee or on its behalf. Lessor and Lessee agree that Lessor shall be entitled to all rights (such rights being fundamental to the willingness of the Lessor to enter into this Lease) provided for in the Bankruptcy Code or of any other bankruptcy act, so that Lessor shall have the right to take possession of any Locomotive upon any event of default hereunder, regardless of whether the Lessee is in reorganization.

No failure by Lessor to exercise, and no delay by Lessor in exercising, any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege by Lessor preclude any other or further exercise thereof, nor the exercise of any other right, power or privilege.

21. Choice of Law:

This Lease shall be governed in all respect by the Law of the State of Illinois and shall be deemed to be entered into in the State of Illinois.

22. Miscellaneous:

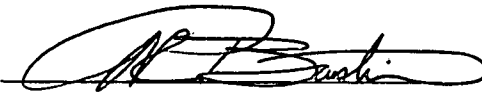
All transportation charges for delivery and return of the Locomotives to a point on the Lessee's lines specified by Lessor shall be borne by Lessee. If any part hereof is contrary to, prohibited by or deemed invalid under applicable laws or

regulations of any jurisdiction, such provision shall be inapplicable and deemed omitted but shall not invalidate the remaining provisions hereof. This Lease is irrevocable for the full term hereof and for the aggregate rental herein stated. Lessee admits the receipt of a true copy of this Lease Agreement.

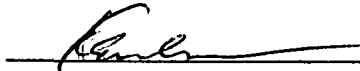
IN WITNESS WHEREOF the parties hereto intending to be legally bound thereby have executed this Agreement as of the date first above written.

General Motors Corporation
Electro-Motive Division

Attest:



By:

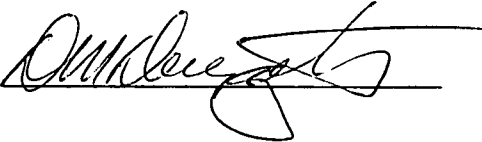


Title:

Asst. Secretary

The Atchison Topeka and Santa Fe
Railway Company

Attest:



By:



Title:

ASST. VICE PRESIDENT &
CHIEF MECHANICAL OFFICER

State of Illinois) ss.
County of Cook)

On this 1st day of OCTOBER, 1991,
before me personally appeared, to me personally known, who, being by
me duly sworn, did say that he is a representative of Electro-Motive
Division, General Motors Corporation, that the instrument was signed on
behalf of such corporation by authority of its Board of Directors. and
he acknowledged that the execution of the foregoing instrument was the
free act and deed of such corporation.

Juanita Acantilado
Notary Public

My commission expires:

April 17, 1992

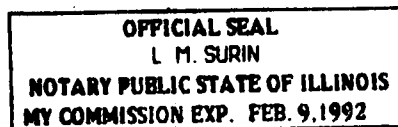


State of ILLINOIS) ss.
County of COOK)

On this 1st day of OCTOBER, 1991,
before me personally appeared, to me personally known, who, being by
me duly sworn, did say that he is a representative of The Atchison
Topeka and Santa Fe Railway Company that the instrument was signed on
behalf of such corporation by authority of its Board of Directors. and
he acknowledged that the execution of the foregoing instrument was the
free act and deed of such corporation.

L. M. Surin
Notary Public

My commission expires:



SCHEDULE A

<u>Road Number</u>	<u>Model</u>	<u>Casualty Value</u>
3101.	SD45DE	\$275,000
3115.	"	"
3127.	"	"
3132.	"	"
3133.	"	"
3135.	"	"
3147.	"	"
3148.	"	"
3149.	"	"
3167.	"	"
6340.	SD40D	\$350,000

SCHEDULE B

LEASE TERM AND OPTION TO RENEW

LEASE TERM:

This lease shall take effect upon acceptance of the first Locomotive pursuant to Section 2 hereof and shall terminate three (3) years after the acceptance of the last locomotive. At the time of acceptance, the Lessee will execute a "Delivery and Acceptance Certificate" in form and substance the same as hereto Schedule D.

This lease is renewable upon mutual consent of the parties.

SCHEDULE C

RENTAL SCHEDULE

<u>Model</u>	<u>Rental Rate</u>	<u>Rental Abatement for</u> <u>out of service time</u>
SD45	\$0.535/mile with 2500 mile per week minimum	\$191/day
SD40	\$0.535/mile with 2500 mile per week minimum	\$191/day

NOTES:

- Mileage in excess of minimum shown above is billable at one-half (50%) of the quoted mileage rate.
- Weekly minimum mileage to be calculated on a per unit basis.
- Rental rate above is quoted beginning September 1991 and will be escalated at a rate of 4% per year beginning September 1992, for each subsequent year.

SCHEDULE D

CERTIFICATE OF INSPECTION AND ACCEPTANCE

To: General Motors Corporation
(Electro-Motive Division)
La Grange, Illinois

This is to certify that I, a duly appointed and authorized representative of the below named railroad, have inspected the following unit(s) of railroad equipment and this equipment meets all acceptance and performance standards.

<u>Type</u>	<u>Quantity</u>	<u>Road Nos.</u>
-------------	-----------------	------------------

and that such equipment, owned by General Motors Corporation and leased to The Atchison Topeka and Santa Fe Railway Company is as described in Schedule A of the Lease Agreement, dated _____. I hereby accept delivery of the said equipment.

Accepted at _____ Signed _____

this _____ day of _____, 19____ Authorized Representative of

The Atchison Topeka and Santa Fe Railway Company

EXHIBIT A

Maintenance responsibilities for the Locomotives, road numbers shown in Schedule A, covered by this lease will be as follows:

During the term of this lease, Lessee, at its expense, will be responsible for:

1. All routine daily maintenance, including toilet, lubrication service, fueling, and sanding.
2. Minor repairs, requiring less than four (4) man hours to perform.
3. Wheel truing and replacement.
4. Failure or wreck repairs, if event is the result of improper use, abuse, misapplication or negligence by Lessee.
5. Using fuel, lubricants, lube oil, and coolant, that meets EMD Maintenance Instructions (MI) 1748, 1750, 1752, 1756, and 1764.
6. Replacement of lost or stolen parts.

During the term of this lease, Lessor will be responsible for:

7. Conducting all FRA mandated inspections.
8. All scheduled maintenance.
9. Failure repairs other than Lessee's responsibility as specified in item 4 above.
10. Any overhauls required.

Lessor may, at its sole option, authorize Lessee to perform Lessor's above mentioned repair responsibilities, and if repairs are authorized, Lessee shall render a bill to Lessor for said repairs. Labor rate for said repairs is set at \$32.00 per man hour.

Lessor at its sole option may retire any Locomotive, if said Locomotive is deemed to be uneconomical to repair or maintain.